

AGENDA
BOARD OF SELECTMEN
June 1, 2010
7:00 p.m.
Town Building

Public Input

Chairman's Comments

Town Administrator's Report

Meeting Minutes

Visitors

- 7:10 p.m. Assabet River Rail Trail

Action/Discussion

- Permit for Positive Spin for ALS Bike Ride, June 13
- Vote to approve issuance of notes and bonds for the school project
- Annual Warrant for Animal Control Officer
- Annual appointment of inspectors, Emergency Management Officer, and others
- Appointment of Pompo Use Study Committee members
- Elementary School Building Committee Selectmen's representative
- Chapter 61 Quick Response Team recommendations
- Stow-Boxborough Mutual Aid Agreement
- Parking changes on Hartley Road
- Liaison assignments
- Letters to DHCD regarding Plantation Apartments II and Pilot Grove Apartments II
- Blacksmith Shop update
- Standard Operating Procedures

Liaison Reports, if any

Correspondence

Adjournment

Posted 5/26/10

Correspondence

Town:

Two resident inquiries/suggestions re Blacksmith Shop, rec'd 5/19
Email from Planning Coordinator Karen Kelleher re Streetlight at Town Hall, rec'd 5/19
DHCD letter and packet re Pilot Grove Apartments II, rec'd 5/21
Council on Aging letter of recommendation for applicant, rec'd 5/21
Invitation to Boy Scout Court of Honor, rec'd 5/21
Email from resident re Selectmen involvement in ESBC , rec'd 5/25
Email re Positive Spin for ALS Bike Ride, rec'd 5/25
Two MSBA email/reimbursement letters for Stow Elementary School Building Project, rec'd 5/25
ESBC letter re letter of complaint, rec'd 5/25
Email and proposal from resident re Stow historical park, rec'd 5/26
Email from Lake Boon Commission and Lake Boon Association re information meeting, rec'd 5/26

General:

Knapp Schenck Information sheet on new Massachusetts Security Regulation, rec'd 5/18
Comcast connections , rec'd 5/19

RECEIVED

MAY 25 2010

Town of Stow
BOARD OF SELECTMEN**Stow Selectmen's Office****From:** Myke Farricker [mykefarricker@gmail.com]**Sent:** Friday, May 21, 2010 5:52 PM**To:** Susan McGlaughlin**Subject:** Fwd: 2010 Positive Spin for ALS Bike Ride Sunday June 13 through Stow

Susan - Hello again from the Postivie Spin for ALS Bike Ride! As we do each year, I'm writing to ask for a permit for our 2010 Positive Spin for ALS to raise money for research and patient care for those afflicted with ALS, or Lou Gehrig's disease. The ride will take place on Sunday, June 13. Our ride is sponsored by the Massachusetts Chapter of the National ALS Association. It begins and ends at The Longfellow Club in Wayland, starting at 7:00 a.m. We're anticipating 50 riders this year. By the time they reach Stow, they will be spread out in single riders, or twos and threes, so there won't be a big group of riders riding through Stow at the same time.

Last year was an exciting year for us, as we were able to surpass the \$1,000,000 amount raised over the past 15 years to help those with ALS.

This is our 10th year hosting the ride at The Longfellow Club in Wayland, and our 8th year of a 50 mile ride through Stow (our first two years we only had a 25 mile that did not go through Stow). On Saturday June 12th we will plant signs in the ground marking the route (no attaching to any trees), and we will pick up all the signs by the end of the day on Sunday June 13th, the day of the ride. We are using the exact same route that we have used in all past years, and there has never been any problem along the route.

We only ride in Stow for 5 miles of the 50 mile ride. We enter Stow on Garner Road from Harvard, and exit Stow into Acton onto South Acton Road.

I'm attaching our bike route. I am also attaching a file that includes a \$5,000,000 Certificate of Insurance from the Massachusetts Chapter of ALS covering the Town of Stow for the ride. In this attachment Job 7 is the Certificate for Stow.

Please let me know if you need anything else from me, and thank you for your help.

Take care,

Myke Farricker
Positive Spin for ALS Bike Ride
General Manager
The Longfellow Clubs
Wayland, MA

5/25/2010

Positive Spin for ALS - June 13, 2010

50 Mile Route - ORANGE

Follow route signs with ORANGE "50" label only

On-road assistance available from SAG vehicles with ORANGE flags on antennae

In an emergency, or to call a SAG vehicle, Dial 339-225-1008

Mile	Description
0.1	R onto Rte 20 - CAUTION follow cones
0.2	R into Papa Gino's Parking Lot
0.3	R onto Old County Road - Becomes River Road
1.0	L onto Water Row
1.3	L onto Rte 27 (Maynard Road) - CAUTION
2.7	Straight at traffic light, Sudbury Center
3.1	Straight on Hudson Road (don't follow Rte 27 which bears right)
9.8	Straight at traffic light, Rte 62
10.8	Straight at traffic light, Tower Street
10.9	Tropic Sun Tanning Salons - Pit Stop & Water, bathrooms available in Paradise Gym
11.1	Straight at traffic light, (Toohey Pharmacy - Manning/Broad Street)
11.4	R onto Rte 62 West at circle
11.5	Bear R onto Rte 85 (Lincoln Street)
11.7	Straight at traffic light, Lincoln Street becomes Hudson Road
13.4	L on Century Mill Road
14.7	Cross Under Rte 495
15.4	S at Stop Sign
16.0	R at yield sign onto Watoquadoc Road (Nashoba Winery on left)
16.2	R onto Rte 117 at stop sign
17.2	Cross Under Rte 495
19.1	L onto East End Road
19.4	Bear R staying on East End
21.0	R onto Eldridge
21.5	Stay straight heading onto Garner Road (don't bear left!!!)
22.1	Hard L at "No Name" sign
22.2	Bear R back onto Taylor (up hill)
24.3	Bear R onto Boxboro Road
24.8	Straight across West Acton Road onto South Acton Road (careful not to take right!!!!)
27.1	L at Rte 27 sign (Martin Street)
27.2	Jones Field - Pit Stop & Water
27.4	Cross Railroad
27.5	R onto Central at "Y"
27.8	Bear R onto Main (Rte 27) at STOP sign
27.9	L at traffic light onto school
28.3	L onto Piper Road
29.2	Cross Rte 2, Piper becomes Taylor
29.7	R onto Minot Avenue
30.3	R onto Concord Road @ "T"
31.0	R onto Great Road, (Rte 119), at STOP sign
31.2	L onto Pope Road
32.5	R onto Strawberry Hill Road
34.5	L onto Barretts Mill Road at stop sign
35.2	R onto Lowell Road at STOP sign
36.1	R onto Keyes

VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Stow, Massachusetts (the "Town"), certify that at a meeting of the board held _____, 2010, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that we hereby determine, in accordance with G.L. c. 70B, that the amount of the cost of the elementary school construction project school project authorized by votes of the Town passed on May 8, 2007 (Article 36, as amended by a vote of the Town passed May 4, 2009 (Article 35), May 15, 2007 (Question 1 and Question 2), October 19, 2009 (Article 1) and October 29, 2009 (Question 1) not being paid by the school facilities grant is \$19,706,752 and we hereby approve of the issuance of notes and bonds in such amount under said G.L. c. 70B.

I further certify that the agenda for the meeting, a copy of which is attached hereto, was posted on the bulletin board of the Town at least one business day before the meeting in compliance with Section 7-8(b) of the Town Charter.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that notice stating the place, date and time of the meeting was filed with the Town Clerk and a copy thereof posted in the office of the Town Clerk or on the principal official bulletin board of the Town at least 48 hours, including Saturdays but not Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with Article or the financing or funding of the project were taken in executive session, and that the official record of the meeting was made available to the public promptly and remains available to the public, all in accordance with G.L. c.39, s.23B as amended.

Dated: _____, 2010

Clerk of the Board of Selectmen

Stow Selectmen's Office

From: Pam Landry [treasurer@stow-ma.gov]
Sent: Friday, May 28, 2010 12:23 PM
To: Susan McLaughlin
Cc: Bill Wrigley
Subject: Fw: Selectmen's Agenda

Hi Susan,

In case the Selectmen are wondering about the figures on the vote:

Total project cost voted at Town Meeting: \$37,829,870

MSBA Reimbursement per

Project Funding Agreement: \$18,123,118

Amount Town will be borrowing: \$19,706,752

Thank you,

Pam

----- Original Message -----

From: Pam Landry
To: Susan McLaughlin
Cc: Bill Wrigley
Sent: Monday, May 24, 2010 12:06 PM
Subject: Selectmen's Agenda

Hi Susan,

Bond counsel has asked for the Board of Selectmen to vote to approve the issuance of notes and bonds for the school project. Attached is a copy of the vote which was prepared by bond counsel. Would you please put this on the agenda for the next Selectmen's meeting?

Thank you,

Pam

5/28/2010



Town of Stow
BOARD OF SELECTMEN

Stow Town Building
380 Great Road
Stow, Massachusetts 01775
(978) 897-4515 selectmen@stow-ma.gov Fax (978) 897-4631

To Susan Latham, Animal Control Officer of Stow:

In the name of the Commonwealth of Massachusetts, you are hereby required to proceed forthwith to seek out, catch and confine all dogs within said town not duly licensed, collared or harnessed, and tagged, according to the provisions of Chapter 140 of the General Laws, and you are further required to make and enter a complaint against the owner or keeper of every such dog, and to kill or cause to be killed by methods of execution other than gunshot except in case of emergency, T-61, so-called, an euthanasia solution not under the control of the Federal Drug Enforcement Administration, unless by a veterinarian, succinylcholine chloride, any drugs that have a curariform-like action, electrocution or any other method which causes an unnecessarily cruel death, each dog which after being detained for a period of ten (10) days, shall not then have been duly licensed, collared or harnessed, and tagged, except that any male or any spayed female dog not found to be diseased may be made available for adoption for not less than three dollars (\$3.00), and you shall keep an account of any such adoptions and forthwith pay over the money to the Town Treasurer. Before delivery of any dog so adopted you shall require the purchaser to show identification and to register and procure a license and tag for such dog from the Town Clerk of the town where the dog is to be kept, in accordance with the provisions of Section 137 of said Chapter 140 of the General Laws.

Hereof fail not, and make due return of this warrant with your doing therein, on or before the first day of October next, on or before the first day of January next, and on or before the first day of April next, and at the expiration of your term of office, stating the number of dogs caught, confined and/or killed, or adopted, and the name of the owners or keepers thereof, and whether all unlicensed dogs in said town have been caught, confined and/or killed, or adopted, and the names of persons against whom complaints have been made under the provisions of said MGL Chapter 140, and whether complaints have been made and entered against all the persons who have failed to comply with the provisions of said Chapter 140.

Given under my hand at aforesaid the 1st day of June 2010.

Laura Y. Spear
Chair, Board of Selectmen

Stow Selectmen's Office

From: Inspector [building@stow-ma.gov]
Sent: Monday, May 24, 2010 1:17 PM
To: Susan McLaughlin
Subject: Building Department Annual Appointments 2010

Please present to the Selectmen, the same list of inspectors appointed last year(June 1, 2009).

Thank you,

Craig

Craig D. Martin, P.E.
Building Commissioner
Town Office Building
380 Great Road
Stow, MA 01775
Office 978/897-2193
Fax 978/897-4534



Town of Stow
BOARD OF SELECTMEN

Stow Town Building
380 Great Road
Stow, Massachusetts 01775
(978) 897-4515 selectmen@stow-ma.gov Fax (978) 897-4631

NOTICE OF VACANCY

**POMPO SCHOOL STUDY COMMITTEE
5 Members**

This is a new committee.

Objective: To recommend the best future use of the Pompositticut School building and land to the May 2011 Annual Town Meeting.

Major Activities:

- At least two town-wide forums to gather community input.
- A request for funds for professional services at 2010 Annual Town Meeting.
- Recommendation for use with proposed associated costs at 2011 Annual Town Meeting.

The committee's activities are divided into two phases. Descriptions of the Phase I and Phase II tasks are available from the Selectmen's Office (selectmen@stow-ma.gov) and with the vacancy posting under Opportunities on the Town of Stow website (http://www.stow-ma.gov/Pages/StowMA_WebDocs/jobs).

Qualifications: Registered voter of Stow. Relevant skills include:

- Knowledge of Stow's municipal services and needs
- Real estate
- Architecture
- Engineering
- Community outreach

Term: Appointment by the Board of Selectmen. Members will serve until a recommendation has been presented and adopted at the 2011 Annual Town Meeting.

Application: The Board of Selectmen will accept letters of application until 5:00 pm on Wednesday, January 27, 2010.

Posted 1/4/10

Stow Selectmen's Office

From: Laura Spear [laura@spear.net]
Sent: Tuesday, April 13, 2010 7:47 PM
To: 'Ellen Sturgis'; 'Kathy Farrell'; 'Steve Dungan'; 'Tom Ruggiero'
Cc: selectmen@stow-ma.gov
Subject: LUTF and the Chapter 61 Quick Response recommendations

Hi all,

I had volunteered to talk to a couple of LUTF representatives to see what the differences in their report and thinking were versus the Quick Response recommendations. Here are some thoughts and feedback for your consideration based on my conversations:

- Per the Quick Response team's verbal input, I think we should consider adding an activity to the Chapter 61 flowchart in the final Land Use Task Force report. Under YES for "Is there a proposed sale?," someone (TBD) should schedule a Joint Boards meeting within 2-3 weeks at the latest. We can always cancel if the meeting is not needed. If we agree this should be added, we should also clearly indicate who is responsible.
- The Chapter 61 process flowchart already shows that the Quick Response team is notified at the same time as a copy is sent to Town Counsel, so the Quick Response recommendation #5 is already in the plan.
- In regards to the 5 days for research, the LUTF thought this was enough time to gather existing information for the BOS and a Joint Boards Meeting. This information gathering would consist of pulling files, checking tax records, checking the open space plan, recreation plan and Housing Production Plan (and others if appropriate), and understanding basic facts that we may already know about the parcel, such as it has lousy percs, a subdivision was denied two years ago, it's a top priority in one of the plans, it abuts other town land, we had a study done for a school site six years ago, etc. It would not involve analysis, creating reports, or even meeting with individual boards. By focusing on gathering existing information, the work will probably not require 3 weeks to complete. Therefore, the Quick Response recommendation #6 may not be necessary.
- The intent is to gather existing information to take to the Joint Boards meeting. The Joint Boards meeting would look across the information and determine whether there was enough interest and potential to form a working group and explore further. This may involve the creation of maps for use in further evaluation—the deliverables in the Quick Response recommendation #7 could be part of this phase 2 work. The Joint Boards meeting would also determine which groups should be involved in the further research and analysis.
- I want to understand more about the Quick Response recommendation #4 about "proper notice." The final Land Use Task Force specifies what "proper notice" is on page 13. This includes, "The location and acreage of land as shown on a map drawn at the scale of the Town's Assessor's map." Is the Quick Response team recommending something in addition to this requirement?
- I personally agree with the first three Quick Response recommendations. If desired, we could amend the Land Use Task Force final report to include these recommendations or address them through SOPs, general operating practices, etc. These activities are not necessarily tied to the

4/16/2010

Quick Response team information gathering, but having an up-to-date listing of Chapter 61 lands, knowing about status changes in Chapter 61 land, and periodically reconsidering land use priorities would serve as good input during their fact-finding phase.

- A question did come up about representing municipal needs during the Quick Response stage. The LUTF members wanted to make sure that Chapter 61 land opportunities had “municipal” representation, starting at the Quick Response phase. I am assuming that the BOS administrator, who is our representative on the Quick Response team, would gather the information relating to needs for parking, new or expanded municipal buildings and services, etc., working with the Town Administrator and others in the Town Building.

Please let me know if you have any questions.

Thanks,
Laura

4/16/2010

MUTUAL AID AGREEMENT

AGREEMENT made this _____ day of _____ 2010 by and between the following municipal corporations of the Commonwealth of Massachusetts:

TOWN OF BOXBOROUGH

&

TOWN OF STOW

Section 1.0 Definitions

- 1.1 **“Sender” or “Sending Municipality”** means the city or town, which sends police officers and/or equipment to another city or town.
- 1.2 **“Requester” or “Requesting Municipality”** means the city or town, which has requested the aid or assistance of police officers and/or equipment from another city or town.
- 1.3 **“Mutual Aid”** means the provision of police officers and/or equipment of one municipality to another, pursuant to this agreement, for temporary service.
- 1.4 **“Commanding Officer”** means the Chief of Police or his designee having command responsibility or the officer in charge.
- 1.5 **“Police Officer”** means any person authorized by a municipality to serve criminal process make arrests, and exercise responsibility or designation.
- 1.6 **“Equipment”** means any property, regardless of ownership, which is used by police officers and includes, but is not limited to: motor vehicles, radios, uniforms, uniform accessories, firearms, ammunition, handcuffs, batons, body armor, and pepper spray. The term “equipment” also includes consumable products such as fuel and batteries, among others, which are necessary for the utilization of any of the above referenced equipment.

Section 2.0 Situations Covered by this Agreement

- 2.1 A requesting municipality may invoke the provisions of this agreement and request mutual aid from any other municipality for any situation, at its sole discretion. Each party to this agreement shall establish policies and procedures to prevent the unauthorized summoning of mutual aid. These policies and procedures shall be written.

Section 3.0 Method of Requesting Assistance

- 3.1 Each party to this agreement shall inform each other party of the telephone number, radio frequency, or other communications address which will be kept reasonably available for receiving requests for mutual aid at all times. Each party shall establish procedures to ensure that requests received from other municipalities will be properly and immediately communicated to

the commanding officer or officer in charge of the municipality receiving such request.

- 3.2 The commanding officer or officer in charge of the department receiving a request for mutual aid will notify the requesting municipality as soon as possible whether and to what extent mutual aid will be provided; such commanding officer or officer in charge may decline to send such aid if he/she determines, in his/her sole discretion, that sending such aid will adversely affect his/her own community's police protection.

Section 4.0 Command and Control

- 4.1 Police officers and equipment of a sending municipality may recall the police officers and equipment of his/her department at his/her sole discretion. The commanding officer or officer in charge of the sending municipality shall communicate such a request for recall to the commanding officer or officer in charge of the requesting municipality. Unless the recall of the officers and equipment of the sending municipality will endanger the safety of any person or otherwise adversely affect ongoing operations in the requesting municipality, such officers and equipment shall promptly return to the sending municipality. If such recall would, in the opinion of the commanding officer or officer in charge of the requesting municipality endanger the safety of person(s) or adversely affect ongoing operations, the commanding officers of the two towns shall jointly decide upon the time and manner of such recall. Ultimate authority rests with the sending community.

Section 5.0 Authority of Officers

- 5.1 The parties to this Agreement acknowledge that a request for mutual aid within this Agreement shall constitute a request of the type described in Massachusetts General Laws, Chapter 41, Section 99, and nothing in this Agreement shall limit the authority granted to the police officers thereunder provided; however, that costs and expenses shall be allocated as otherwise provided for in sections 6.0 and 7.0 of this agreement.

Section 6.0 Expenses

- 6.1 The sending municipality shall bear all its own costs for its police officers and equipment, including but not limited to salaries, overtime premiums, wages, and benefits for the officers, payments pursuant to MGL Chapter 41, Sections 100 and 111F, damage to or destruction of equipment, fuel costs, ammunitions, ordnance and tactical supplies expended.

Section 7.0 Liability

- 7.1 The sending community shall be liable for all salaries and incidental expenses for equipment used during a mutual aid situation. All compensation and other benefits enjoyed by law enforcement officers in their own jurisdictions shall extend to the services they perform under this Agreement. Thus, such items as sick leave, medical and death benefits, payable as a result of an officer's involvement in a mutual aid situation, will be expenses of the sending community. The only exceptions to this policy, which holds the sending community liable for expenses involved in deploying personnel and equipment during a mutual aid situation, are:

7.1.1 The receiving department shall be liable for the actual salaries of law enforcement personnel from a sending department provide under this Agreement after the first eight hours from the time the first officer from the particular sending community arrives in the requesting community, excluding any and all payments pursuant to MGL Chapter 41 Sections 100 and 111F.

7.1.2 The receiving community shall be liable for salary and equipment costs if such community receives funds from any outside source for the purpose of reimbursing law enforcement expenses. This would include, but would not be limited to instances where federal or state disaster relief, or any form of insurance reimbursement, was provided to cover law enforcement or related expenses incurred during the mutual aid situation. The liability of the receiving community shall not exceed the amount of reimbursement actually received for law enforcement purposes.

7.2 All immunities from liability enjoyed by the local political subdivision within its boundaries shall extend to its participation in rendering mutual aid under this Agreement outside its boundaries.

7.3 Each party to this Agreement shall waive any and all claims against all other parties hereto which may arise out of their activities outside of their respective jurisdictions while rendering or receiving aid under this Agreement.

7.4 Law enforcement personnel injured or killed while responding to or returning home from a request for mutual aid under this Agreement shall be deemed on active duty for their home departments for all purposes.

Section 8.0 Liability for Third Party Claims

8.1 The requesting Municipality agrees to indemnify, to the extent allowable by law, ^{Sending} ~~Providing~~ Municipality from and against all liability claims, damages, losses and expense, including attorney's fees, made by third parties, involving civil rights violations, personal injuries, including death, and property damage caused by or arising out of any intentional or negligent misconduct by officers or employees of the Requesting Municipality, or by officers of the ^{Providing} Municipality while acting in good faith compliance with the orders or directives of an officer of the Requesting Municipality.

Section 9.0 Termination


9.1 This Agreement shall be in effect until terminated by written notice. Such notice shall be effective when received or at any later date specified therein. Termination by one party will not affect any agreement among other parties. Execution and termination of this Agreement for the Town of Stow shall be by the Board of Selectmen.

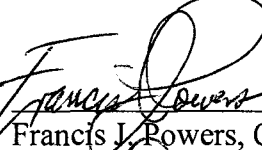
Section 10.0 Certifications


The parties to this Agreement certify that they have each duly accepted Massachusetts General Laws, Chapter 40, section 8G; that they are duly authorized to execute this Agreement; and that the police officers they employ are authorized to exercise police power, and have complied with the provisions of Massachusetts General Laws, Chapter 41, Section 96B.

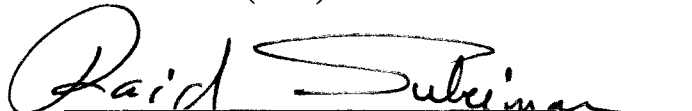
IN WITNESS WHEREOF, The parties hereto have executed this Agreement as a sealed instrument the day and year first aforementioned.

Town of Boxborough:


Rebecca R. Neville Chairman (Date)

 10 May 2010
Francis J. Powers, Clerk (Date)


Leslie R. Fox (Date)


Raid M. Suleiman (Date)

By Selectmen

Town of Stow:

Printed name, signature and date

Printed name, signature and date

Printed name, signature and date

Printed name, signature and date

Printed name, signature and date

By Selectmen